

E. W. Pike
PIKE & SMITH, P.A.
O. E. Bell Center
151 N. Ridge, Suite 210
P. O. Box 2949
Idaho Falls, Idaho 83403
Telephone 208/528-6444
Telefax 208/528-6447
Attorneys for Bank of Idaho
(Formerly Bank of Eastern Idaho)

UNITED STATES COURTS
DISTRICT OF IDAHO

SEP 21, 2000

RECEIVED - M. R. FORD
LAW OFFICES OF PIKE & SMITH

**UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF IDAHO**

FAX FILED

In Re:) Case No. 98-41113
)
VINCENT LEE AND MICHELLE JILL) Chapter 7
BARR,)
)
Debtors.) RESPONSE TO TRUSTEE'S
) OBJECTION TO CLAIM

Creditor Bank of Idaho, formerly Bank of Eastern Idaho ("Bank") responds to the
Objection to Claim filed by L. D. Fitzgerald, Trustee, as follows:

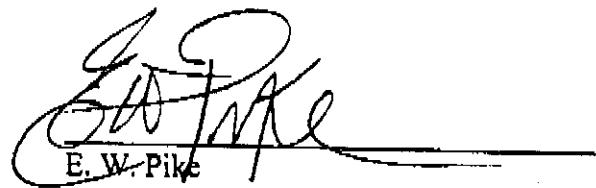
On or about February 10, 1998, Debtors Vincent Lee Barr and his spouse, Michelle Jill Barr, applied for a debt restructure loan with the Bank. A true and correct copy of Debtor's application is annexed hereto as Exhibit "A." Pursuant to that application, the Bank loaned \$5,892.76 to the Debtors.

On or about September 15, 1998, Debtor filed a Petition for relief under Chapter 7 of the United States Bankruptcy Code. As of the date of filing the Petition, Debtor was indebted to the Bank in the sum of \$6,288.98. A true and correct copy of the Bank's Management Support System printout of October, 1998 showing that amount due is annexed hereto as Exhibit "B."

The Bank's unsecured claim of \$6,288.98 should be allowed.

31

Dated this 21st day of September, 2000.



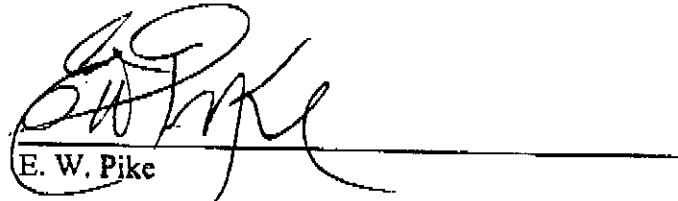
E. W. Pike
PIKE & SMITH
Attorneys for Bank of Idaho

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was mailed this 21st day of September, 2000, by placing the same in the United States Mail, postage prepaid, addressed to the following:

L. D. Fitzgerald, Trustee
P. O. Box 6199
Pocatello, ID 83205-6199

John C. Dewey
Attorney for Debtor
P.O. Box 1645
Idaho Falls, ID 83403



E. W. Pike

SEP 21

'00 03:12PM PIKE & SMITH PA

P. 4

BANK OF EASTERN IDAHO
P.O. BOX 1487
IDAHO FALLS, ID 83403

LENDER'S NAME AND ADDRESS
(You name the Lender, its successors and assigns)

VINCENT L. BARR
MICHELLE BARR
2021 TROLLEY CIRCLE
IDAHO FALLS, ID 83403

Loan Number 27-002083
Date FEBRUARY 10, 1998
Maturity Date FEB. 10, 2000
Loan Amount \$ 5,892.76
Renewal Of

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of **NINETY TWO AND 76/100** \$ 92.76 Dollars **\$ 5,892.76**

plus interest from **FEBRUARY 10, 1998** at the rate of **11.900%** per year until paid in full.

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of **\$ 75.00**, and it will be paid in cash, paid as a rate over the loan term.

withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) Interest due:

Principal due:

(b) This note has **24** payments. The first payment will be in the amount of **\$ 276.99** and will be due **MARCH 10, 1998**. A payment of **\$ 276.99** will be due on the **10TH** day of each **MONTH** thereafter.

The final payment of the entire unpaid balance of principal and interest will be due **FEBRUARY 10, 2000**.

INTEREST - Interest accrues on **ACTUAL/365** days.

LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than **30** days after it is due equal to **1%** of the unpaid amount, or **\$ 10.00**, whichever is greater.

THE PURPOSE OF THIS LOAN IS: **CONSUMER: DEBT RESTRUCTURE**

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is not further secured.

(a) This loan is secured by _____, dated _____.

(b) Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

COPY

This Property will be used for _____ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The extra amount the lender charges me.	AMOUNT FINANCED The amount of credit granted to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an estimation of the amount financed. <input type="checkbox"/> YES - I want <input type="checkbox"/> NO - I do not want an estimation.
13.147% + 830.00		\$ 5,817.76	\$ 6,647.76	
We Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
24	\$ 276.99	MONTHLY BEGINNING MARCH 10, 1998		

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in: (List description of other property)

the goods or property being purchased.

collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on the portion of any payment made more than **30** days after it is due equal to **1%** of the unpaid amount, or **\$ 10.00**, whichever is greater.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Prepayment - If I pay off this note early, may will not have to pay a minimum finance charge.

If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see no contract documents for any additional information about repayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability	\$ 199.43	24 MOS
Joint Credit Life	\$ 118.33	24 MOS

do do not want credit life insurance.

do do not want credit disability insurance.

do do not want joint credit life insurance.

do do not want **Insurance**
000 05/13/02
DOS

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay **1** for **1** of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay **1** for **1** of coverage.

Dee Arnold for W.M. Barr
For Lender
Title ASSISTANT VICE PRES.

ITEMIZATION OF AMOUNT FINANCED
AMOUNT GIVEN TO ME DIRECTLY **\$ 5,500.00**

AMOUNT PAID ON MY LOAN ACCOUNT **\$ 75.00**

AMOUNTS PAID TO OTHERS ON MY BEHALF:

To Insurance Companies **\$ 317.76**

To Public Officials **\$ 0**

Other **\$ 0**

(less) PREPAID FINANCE CHARGE(S) **\$ 75.00**

Amount Financed **\$ 5,817.76**

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

CO-SIGNER - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature **X** **VINCENT L. BARR**

Signature **X** **MICHELLE BARR**

CONSUMER LOAN - NOT FOR OPEN

DEFINITIONS - "I," "you" or "we" means [REDACTED] - [REDACTED] who signs this note and each other person or legal entity, including partnerships, joint ventures, and associations who agrees to pay this note. "You" or "your" means [REDACTED] and his/her successors and assigns.

APPLICABLE LAW - This note and any agreement regarding this note will be governed by the laws of the state of [REDACTED]. The federal Truth-in-Lending Disclosure on page 1 is a disclosure only and is not intended to be a term of this agreement. The fact that any part of this note cannot be enforced does not affect the rest of this note. Any change to this note or any agreement regarding this note must be in writing and signed by you and me.

PAYMENTS - Each payment made on this note will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. The method of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan, whole or in part at any time. If I prepay it part, I must still make each later payment in the original amount as it becomes due until the note is paid in full.

UPDRAFT - The rate of interest and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCURATE METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrued method stated on page 1. For interest calculations, the accrued method will determine the number of days in a year. If no accrual method is stated, then you may use any (accrual) method for calculating interest.

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and my agreement regarding this loan if:

(a) I fail to make a payment as required by this loan; or

(b) You demand the prompt resumption of required payment or performance from me or my relatives on the Property in significant amounts.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or my agreement regarding this loan, you may:

(a) Make immediate principal, accrued interest and/or other agreed charges I owe you under this loan immediately due;

(b) Take the right to sell off as explained below;

(c) Demand specific security or non-party obligated to pay this loan (or both) in return for not using any other remedy;

(d) Make a claim for any and/or insurance benefits or refunds that may be available on my behalf;

(e) Use any remedy you have under state or federal law; and

(f) Use any remedy given to you by this agreement regarding this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to continue the same default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect the debt or realize on any security. Unless prohibited by law, this includes the reasonable attorney fees you incur after my default, provided the attorney is not your related employee. This provision also applies if I file a petition or any other claim for relief (such as bankruptcy) in or out of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money" means:

(a) Any deposit account balance I have with you;

(b) Any money owed to me or to whom presented to you or in your possession for collection, exchange, and/or delivery;

(c) Any judgment or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to payment under the terms of this note at the time you set off. This total includes any balance due for which you previously received credit under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right to set off will apply to my interest in the obligation and to any other amounts I could withdraw on my behalf pursuant to arrangements you and I have made to my benefit. This provision does not apply if you are the creditor under a separate security agreement. It also does not apply to any individual Retirement Account or other individual retirement account.

You will not be liable for the discharge of any check when the discharge occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claim arising as a result of your discharge of my right to set off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. However, property securing another debt will not secure this loan if such property is:

(a) my principal dwelling and you fail to provide any required notice of right of foreclosure;

(b) my business assets;

(c) land and the principal amount of this loan is one thousand dollars or less; or

(d) land property that you have a secured interest in by first mortgage or trust deed of trust.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, award new credit in any of us, or refuse to change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impose, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentation, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and appearance information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not disclose to any other entity information that the law or regulation prohibits you from giving or for purposes other than information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the holder on the check or draft for this loan.

PAYMENT BY CHECK - If any payment on this note is made with a check that is dishonored, I agree to pay you a \$25.00 fee.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts. If you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest existing under this security agreement:

(a) Payments on any nonpurchase interest that is also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money obligations in the order in which the rights were acquired.

The Purchase Money Loan interest will be terminated by cancellation of the funds. Purchase Money Loan money may be used for the purchase of vehicles, in whole or in part, or used to acquire an interest in real estate, condominiums, cooperative units, or other property.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all property that falls within the general description. Property also means all benefits that arise from the described Property, including all proceeds, dividends, benefits, payments from others, interest, dividends, stock splits and various rights. It also means property that now or later is attached to, is part of, or results from the Property.

OWNER AND BLESSED TOWARD PROPERTY - Unless a co-owner of the Property signs a third party agreement, I represent that I own all the Property, I will defend the Property against any other claim, I agree to do whatever you require to protect your interest and keep your priority. I will not do anything to harm your property.

I will keep the Property in my possession unless it is pledged and delivered to you. I will keep it in good repair and use it only for its intended purpose. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to my real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss of damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss paying on any such policy. You may require added security on this loan. If you agree that insurance proceeds may be used to repair or replace the Property, I agree that (i) the insurance proceeds do not cover the amounts I still owe you, I will pay the difference, (ii) I will buy the insurance from a firm authorized to do business in [REDACTED]. The firm will be reasonably acceptable to you. I will keep the insurance until 90 days unexpired by this note.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the real estate portion of this document and subject to any of the provisions in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may take either notice and waiting a period of time, if required by law;

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things that you are required to do in (g). You may add the amounts you pay to the loan and secure interest on that amount at the interest rate disclosed on page 1 until paid in full;

(b) Require me to gather the Property and any related records and make it available to you;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of all the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notices and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and

(d) Keep the Property to satisfy the debt.

I agree that when you may give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I will 10 days in writing of any change in my address.

FRAUD - A copy of this security agreement may be used as a financing statement when filed by you.

ASSUMPTION - This security agreement and any loan it secures CANNOT be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "you" or "we" means the person signing below and "you" means the lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1, I agree to the terms of this note and security agreement but I am by no means personally liable for payment of the debt. This means that if the Borrower's debt, my interest in the Property, must be used to satisfy the Borrower's debt, I agree that you may automatically release me or the Property from this Third Party Agreement and without notice or demand upon me, extend my credit to any Borrower, or without notice or demand upon me, increase my interest in, or more terms and for the term, or fail to perfect your security interest in, impose, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____
X

NOTICE TO CO SIGNER

You (the co-signer) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If the debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

Bank 07
9:51:23
VINCENT L BARR
MICHELLE J BARR
2073 TROLLEY CR
IDAHO FALLS ID 83402

BANKRITE MANAGEMENT SUPPORT SYSTEM
Display CLA Loan Account

Branch/Account	02	27009083	Cust	Branch 02
Acct Type	I200	Cust Type	JNT	10/08/98
Officer	MWM	Status	Active	8867
Rate F	11.9000	Day Base	1	Tax ID 519-04-7142
Base Rate	00	Var	.0000	Times P/D 30 7
Term	M	Alert Code	3	Times P/D 60 4
				Times P/D 90 1

Miscellaneous

	Amounts	Dates		
Payment Type	1 Current Bal	5,288.98	Opened	2/10/98
Payment Method/Change?	2 N Undisbursed	.00	Maturity	2/10/00
Payment Cycle/Day	10 00 Original Amt	5,892.76	Int Pd To	6/22/98
How Is Payment Made	2 Accrued	186.22980	Last Payment	6/22/98
Auto Pmt	Payment Amt	276.99	Next Pmt Due	10/10/98
Rate Change Cycle/Day	00 00 Past Due	1,107.93	Past Due	6/10/98
Max Rate Change	.0000 Late Charge	.00	Backdate Stop	6/22/98
Minimum Rate	5.0000 Prepaid Amt	.00	Last Renewal	0/00/00
Maximum Rate	21.0000 YTD Int	240.60	Pay/Chg Off	0/00/00
Maturity Rate	N 15.0000 00 Per Diem	1.72435	Rate Change	0/00/00
Advance Loan Type	N		Last Maint	2/13/98

F3=End F5=Summary F6=Payoff F8=History F9=Tickler F10=Payments
 F11=More F12=Cancel F14=Participant F16=Warehouse F17=Insurance
 F19=Fees F21=Customer

Unsecured

6288.78

PA.

20922

EXHIBIT

B

FORM B10 (4/99)

AMENDED

United States Bankruptcy Court
District of Idaho

Complete this form and mail to: U.S. Bankruptcy Court 801 E. Sherman St. Pocatello, ID 83201

PROOF OF CLAIM
THIS SPACE FOR COURT USE ONLY

Name of Debtor:	VINCENT LEE AND MICHELLE JILL BARR	Case Number:	98-41113
-----------------	------------------------------------	--------------	----------

Chapter: 7 Trustee: L.D. FITZGERALD

Proof of claim form and all supporting documents must be filed in DUPLICATE on Chapter 12 and 13 cases

Name of Creditor (The person or other entity to whom the debtor owes money or property):

BANK OF IDAHO
P.O. BOX 1487
IDAHO FALLS, ID 83403 Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check box if you have never received any notices from the bankruptcy court in this case. Check box if the address differs from the address on the envelope.

Account or other number by which identifies debtor:

Check here if this claim: Replaces Amends a previously filed claim dated: JUNE 3, 19991. Basis for Claim Goods Sold Services Performed Money Loaned Personal Injury/Wrongful Death Taxes Retiree benefits as defined in 11 U.S.C. §1114(a)

Other (please describe):

 Wages, Salaries and compensation;

Your Social Security Number:

 Unpaid Compensation for services performed from

(date) to

(date)

2. Date debt was incurred: 8/15/96-2/10/98

3. If court Judgment, date obtained:

4. SECURED CLAIM

5. UNSECURED PRIORITY CLAIM

 Check box if your claim is secured by collateral (including a right of setoff) Check box if you have an unsecured priority claim

Brief Description of Collateral:

Amount entitled to priority \$

 Real Estate Motor Vehicle

SPECIFY PRIORITY OF CLAIM

 Other

Value of Collateral \$

Amount of arrearage and other charges at time the case was filed included in secured claim, if any: \$

 Wages, Salaries, or commissions (up to \$4300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier.

(11 U.S.C. § 507 (a)(3))

 Contributions to an employee benefit plan (11 U.S.C. § 507 (a)(4)) Up to \$1,950* of deposit toward purchase, lease, or rental of property or services for personal, family or household use (11 U.S.C. § 507 (a)(6)) Alimony, maintenance, or support owed to a spouse, former spouse or child (11 U.S.C. § 507 (a)(7)) Taxes or penalties owed to governmental units (11 U.S.C. § 507 (a)(8)) Other - Specify applicable paragraph of (11 U.S.C. § 507 (a))

*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. TOTAL AMOUNT OF CLAIM AT TIME CASE WAS FILED

UNSECURED \$ 6,288.98

SECURED \$

6,288.98

PRIORITY \$

TOTAL \$

Check box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS.

If the documents are not available, please explain. If the documents are voluminous, attach a summary.

9. Date Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

DATE	Sign and print the name and title, if any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
9/21/00	SCOTT NADAULD, V.P., BANK OF IDAHO

Penalty for filing untrue or fraudulent claims: fine up to \$100,000.00 or imprisonment for up to 5 years, or both.

BANK OF EASTERN IDAHO
P.O. BOX 1487
IDAHO FALLS, ID 83403

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of **FIVE THOUSAND EIGHT HUNDRED NINETY TWO AND 76/100*** * * * * * Dollars \$ 5,892.76

plus interest from **FEBRUARY 10, 1998** at the rate of **11.900%** per year until paid in full.

EX ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of **\$ 75.00**, and it will be paid in cash, paid pro rata over the loan term.

EX withheld from the proceeds. If this fee is withheld from the proceeds, the amount is included in the principal sum.

PAYMENT - I will pay this note as follows:

(a) Interest due:

Principal due:

(b) **EX** This note has **24** payments. The first payment will be in the amount of **\$ 276.99** and will be due **MARCH 10, 1998**.

A payment of **\$ 276.99** will be due on the **10TH** day of each **MONTH** thereafter.

The final payment of the entire unpaid balance of principal and interest will be due **FEBRUARY 10, 2000**.

INTEREST - Interest accrues on a **ACTUAL/365** basis.

EX MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of **\$ 10.00**. If I pay this loan off before you have earned that much in finance charges.

THE PURPOSE OF THIS LOAN IS - CONSUMER: DEBT RESTRUCTURE

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is **EX** not further secured.

(a) This loan is secured by _____, dated _____.

(b) Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

COPY

This Property will be used for _____ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed. YES - I want an itemization.
13.147% + 830.00	\$ 5,817.76	\$ 6,647.76		
My Payment Schedule will be:				
Number of Payments	Amount of Payment	When Payments Are Due		
24	\$ 276.99	MONTHLY BEGINNING MARCH 10, 1998		

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in: (brief description of other property)

the goods or property being purchased,

collateral securing other loans with you may also secure this loan,

my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on the portion of any payment made more than _____ days after it is due equal to _____ % of the unpaid amount, or **\$ 10.00**, whichever is greater.

EX Required Deposit - The annual percentage rate does not take into account my required deposit.

Prepayment - If I pay off this note early, may will not have to pay a minimum finance charge.

EX If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my consumer documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability	\$ 199.43	24 MOS
Joint Credit Life	\$ 118.33	24 MOS

do do not want credit life insurance.

do do not want credit disability insurance.

do do not want joint credit life insurance.

do do not want _____ Insurance.

X John Arnold DOB 05/13/69

X Michelle Barr DOB _____

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you

I will pay \$ _____ for _____ of coverage.

EX John Arnold for M. McGrade For Lender

Signed John Arnold ASSISTANT VICE PRES.

For Lender

ITEMIZATION OF AMOUNT FINANCED
AMOUNT GIVEN TO ME DIRECTLY **\$ 5,500.00**

AMOUNT PAID ON MY (LOAN) ACCOUNT **75.00**

AMOUNTS PAID TO OTHERS ON MY BEHALF:

To Insurance Companies **317.76**

To Public Officials

_____ <

ADDITIONAL TERMS **NOTE**

DEFINITIONS - "I," "me" or "my" means each borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and trustees) who agrees to this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The note and any agreement concerning this note will be governed by the laws of the state of Idaho. The federal Truth-in-Lending disclosure on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement concerning this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. The actual amount of my final payment will depend on my payment record.

PREPAYER - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until the loan is paid in full.

INTEREST - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCURACY METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFECTIVE SECURITY - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if:

- (a) I fail to make a payment as required by this loan; or
- (b) You believe that the prospect of receiving payment or performance from me or of realizing on the Property is significantly diminished.

If any of us are in default on this loan or any security agreement, you may exercise your remedies against my debt or us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- (a) Right away principal, earned interest and all other agreed charges I owe you under this loan immediately;
- (b) Use the right of set-off as explained below;
- (c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- (d) Make a claim for any one or more insurance benefits or refunds that may be available on my behalf;
- (e) Use any remedy that you have under state or federal law; and
- (f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

RIGHTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. Unless prohibited by law, this includes the reasonable attorneys' fees you incur after my default, provided the attorney is not your asbestos employee. This provision also shall apply if I file a petition or any other claims for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (a) Any deposit account balance I have with you;
- (b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (c) Any repurchase agreement or other nondesignated obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand and payment under the terms of this note at the time you set off. The total includes any balance the due date for which you property accepted and any other note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to a security or other obligation where my rights arise only in a representation capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. However, property securing another debt will not secure this loan if such property is:

- (a) my principal dwelling and you fail to provide any required notice of right of reversion;
- (b) household goods;
- (c) land and the principal amount of this loan is one thousand dollars or less; or
- (d) real property that you have a secured interest in by first mortgage or first deed of trust.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it.

You may, without notice, release me from any of us, give up any right you may have against any of us, renew any credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impeach, or release me if I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentation, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of a bank on the check or draft for this loan.

PAYMENT BY CHECK - If any payment on this note is made with a check that is dishonored, I agree to pay you \$20.00 fee.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinements, and modifications) and any other debt I have with you now or later. Provisions described in this security agreement will not secure other such debts if you fail to give any required notice of the right of reversion with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchaser Money Loan; and
- (b) Payments on the Purchaser Money Loan will be deemed to apply first to the nonpurchase money loan in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing this loan and all extensions, renewals,

consolidations and refinancings of such loan.

PROPERTY - The word "Property" as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all of the property fitting the general description. Property also means all benefits that arise from the ownership of Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means the property that now or later is attached to, is a part of, or results from, the property or equipment described in this security agreement.

OWNER'S AND DIVIDED TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever is required to protect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you), I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts I desire. I will name you as loss payee on any such policy. You may have added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amount I still owe you, I will pay the difference. I will give the insurance from a firm authorized to do business in Idaho. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note, payment document, and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may take giving notice and taking a period of time, if required by law:

- (a) Pay taxes or other charges, or purchase any required insurance;
- (b) Use the amount you pay to this loan and accrued interest on that amount at the interest rate disclosed on page 1 until paid in full;
- (c) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;

(d) Keep the Property in my possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law, if the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default. It required by law, I will apply what you receive from the sale of the Property to your expenses and then to the debt. If when you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference to the extent permitted by law; and

(e) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition.

I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when filed by law.

ASSUMPTION - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purpose of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of the note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower's default, my interest in the Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impeach, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____
X

NOTICE TO CO-SIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

Bank 07 9:51:23	BANKRITE MANAGEMENT SUPPORT SYSTEM Display CLA Loan Account	Branch 02 10/08/98
VINCENT L BARR MICHELLE J BARR 2073 TROLLEY CR IDAHO FALLS ID 83402	Branch/Account 02 27009083 Acct Type I200 Cust Type JNT Officer MWM Status Active Rate F 11.9000 Day Base 1 Base Rate 00 Var .0000 Times P/D 30 7 Term M 24 Alert Code 3	Cust 8867 Tax ID 519-04-7142 Times P/D 60 4 Times P/D 90 1
Miscellaneous	Amounts	Dates
Payment Type 1 Current Bal	5,288.98	Opened 2/10/98
Payment Method/Change? 2 N Undisbursed	.00	Maturity 2/10/00
Payment Cycle/Day 10 00 Original Amt	5,892.76	Int Pd To 6/22/98
How Is Payment Made 2 Accrued	186.22980	Last Payment 6/22/98
Auto Pmt Payment Amt	276.99	Next Pmt Due 10/10/98
Rate Change Cycle/Day 00 00 Past Due	1,107.93	Past Due 6/10/98
Max Rate Change .0000 Late Charge	.00	Backdate Stop 6/22/98
Minimum Rate 5.0000 Prepaid Amt	.00	Last Renewal 0/00/00
Maximum Rate 21.0000 YTD Int	240.60	Pay/Chg Off 0/00/00
Maturity Rate N 15.0000 00 Per Diem	1.72435	Rate Change 0/00/00
Advance Loan Type N		Last Maint 2/13/98

F3=End F5=Summary F6=Payoff F8=History F9=Tickler F10=Payments
 F11=More F12=Cancel F14=Participant F16=Warehouse F17=Insurance
 F19=Fees F21=Customer

Wheeler

6288.78

pm.

20922